



Docket: 33053/US/2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor:	Daniel S. Engebretson	
Appln. No.:	10/698,715	
Filing Date:	October 31, 2003	Examiner: Not Yet Known
Title:	SEMIPERMEABLE MEMBRANE-BASED SAMPLING SYSTEMS	Group Art Unit: 2856

POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Sir:

In the above-referenced patent application, on behalf of **Dakota Technologies, Inc.**, I hereby appoint the Dorsey & Whitney LLP attorneys and agents associated with **Customer Number 25763** to prosecute the patent application identified above and to transact all business in the Patent and Trademark Office connected therewith, including full power of association, substitution, and revocation.

Please address all telephone calls to: Stuart R. Hemphill at (612) 340-2734.

Please address all correspondence to Stuart R. Hemphill at the address corresponding to Customer Number **25763**, currently:

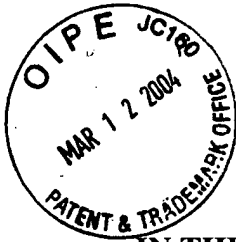
DORSEY & WHITNEY LLP
Intellectual Property Department
Suite 1500
50 South Sixth Street
Minneapolis, Minnesota 55402-1498

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of **Dakota Technologies, Inc.**

Dated: March 4, 2004

Signature: Gregory D. Gillispie

Name: Gregory D. Gillispie
Title: President



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SUBMISSION UNDER 37 C.F.R. § 3.73(b)

Commissioner for Patents
P.O. Box 1450
Alexandra, Virginia 22313-1450

Sir:

Dakota Technologies, Inc., a North Dakota corporation, is an owner of the patent application identified above by virtue of either:

1. ☒ An assignment from the inventor(s) of the patent application identified above, a copy of which is attached.

OR

2. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:
- a. From: To:
The document was recorded in the U.S. Patent and Trademark Office at Reel
, Frame , or a copy of which is attached.
- b. From: To:
The document was recorded in the U.S. Patent and Trademark Office at Reel
, Frame , or a copy of which is attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of **Dakota Technologies, Inc.**

Dated: March 4, 2004

Signature: Gregory D. Gillispie

Name: Gregory D. Gillispie
Title: President

ASSIGNMENT

WHEREAS, the undersigned, **Daniel S. ENGBRETSON** (hereinafter termed "Inventor"), resident of **2201 9th Street South, Fargo, State of North Dakota, 58103** has invented certain new and useful improvements in **SEMIPERMEABLE MEMBRANE-BASED SAMPLING SYSTEMS** and has executed an application for United States Letters Patent having Serial No. **10/698,715**, filing date of **October 31, 2003**; and

WHEREAS, **DAKOTA TECHNOLOGIES, INC.** (hereinafter termed "Assignee"), a corporation of the State of **North Dakota**, having a place of business at **2201-A 12th Street N, Fargo, North Dakota, 58102**, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said

invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his/her respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee.

By *Daniel S. Engbretson*
Daniel S. ENGBRETSON

County of Cass)
State of ND.) SS.

On this 19 day of February, in the year 2004, before me, Daniel S Engbretson
Notary Public, personally appeared Daniel S Engbretson, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Seal

Signature *Brenda Symington*
(Notary Public)

